

ORIGINAL

ENDING YOUR LEASE**Vehicle Return.**

When your Lease terminates, whether early or as scheduled, you will return the Vehicle to an authorized dealer or other location we specify. You will complete a statement of the Vehicle's mileage at termination as required by federal law. If you keep possession of the Vehicle past the end of the Lease term, you will continue to pay the monthly payments, but you agree that you have no right to keep this Vehicle unless you enter into a written agreement with us extending the lease term. You will pay us for any damages we suffer because you failed to return the Vehicle to an authorized dealer or other location we specify or because you failed to return the vehicle at the end of the lease term. We may determine our damages by one of the following two ways at our election and in our sole discretion: (a) by charging you the total monthly payment for each month the Vehicle was retained in excess plus any other amounts due under Sections 13 and 25; or (b) by charging you for amounts due under the formula provided in Section 14 and any amounts due under Sections 13 and 25.

Scheduled Termination

The scheduled term of your Lease is the number of months corresponding to the number of monthly payments identified in Sections 3 and 6. At the end of the lease term, you will return the Vehicle and pay us immediately:

- a) a Disposition Fee equal to the amount disclosed in Section 3 which we will waive if this Lease is not in default and you consummately enter a new lease or retail contract financed by FSC; plus
- b) all past-due monthly payments, and other charges under this Lease; plus
- c) any amounts owed as a result of excessive wear and use, as disclosed in Section 20; plus
- d) any Excess Mileage Charge at lease maturity, or an Excess Mileage Charge for the period for which this Lease was in effect pre-terminated, as disclosed in Section 6; plus
- e) any taxes related to the termination.

Early Termination.

- a) Conditions for YOUR early termination. At any time after the 12 month payments have been paid, if, at our office, the first party payment of the total amount of the scheduled term of the lease has been paid, and you agree to pay the early termination fee, we may voluntarily terminate this Lease if this Lease is not in default, and if you pay the early termination fee as set forth in Section 14(c). Early termination may require you to pay a substantial charge.
- b) Conditions for OUR early termination. We may terminate this Lease before the end of the lease term under Section 20 or if you are in default as described in Section 25.
- c) Amounts you will owe at Early Termination. If this Lease is terminated before the

VEHICLE INSURANCE, MAINTENANCE, PAYMENTS AND USE**Insurance**

You are responsible for the following minimum types and amounts of coverage ("Required Insurance") during the lease term: (a) Comprehensive, including fire and theft insurance (if this Vehicle is a car or truck, theft and combined additional coverage if this Vehicle is a truck, with a maximum deductible of \$1,000; (b) Collision insurance with a maximum deductible of \$1,000; (c) Property damage liability of \$50,000 per occurrence; (d) Bodily Injury Liability of \$100,000 per person and \$200,000 per occurrence. Your insurance policy must meet or exceed the minimum amounts for each of the above types of coverage. You must name us as loss payee on coverages (a) and (b), and provide a written primary coverage as an additional insured on coverages (c) and (d). You will provide us with proof of insurance at our request. Your insurance policy must provide us with at least 30 days notice of any cancellation, reduction or other material change in coverage. You agree to use an attorney-in-fact to arrange for and procure payment of insurance loss proceeds directly with your insurance carrier(s) and to endorse, present and collect insurance loss proceeds checks.

NO PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS IS INCLUDED IN THIS LEASE.

Life Charge, Returned Check Charge, Fines, and Fees

If any monthly payment is not received in full by us within 10 days after its due date, you will pay a late charge of 5% of the monthly payment due or \$25.00, whichever is less, or as allowed by state law, plus any applicable late payments shall be applied to the past-due payment first. If any payment (including any electronic funds transfer) you make to us is not honored, or is charged back to us, in addition to any late charge, you will pay a \$10.00 service charge on each such charge as allowed by law, plus applicable taxes. You will pay when due any other fee or fee imposed on this Vehicle, such as sales charge, parking ticket, traffic or toll violation. Should we have to pay such fee or fine, or any other fee, you will pay us the amount of the fee or the plus a \$25.00 administrative charge, or such other charge as allowed by law, plus any applicable taxes.

Official Fees and Taxes

You will pay when due all official fees and charges, including registration, title and license fees, and personal property taxes related to this Vehicle or this Lease, which are incurred during the lease term, even if they are assessed after the lease terminates. Should we have to pay any official fee or tax on your behalf, you will pay us the amount of the official fee or tax, and any interest or penalties assessed. You may also agree to pay personal property taxes in advance of the applicable due date, by mutual agreement of an estimated amount with us.

Vehicle Maintenance and Use

You agree to maintain this Vehicle in your own expense. You agree to follow the manufacturer's maintenance schedule and to make all necessary repairs and replacement parts, which includes maintaining adequate records of the vehicle's maintenance. Failure to properly maintain this vehicle in accordance with the manufacturer's schedule and to make all necessary repairs and replacement parts in addition to excessive wear and use charges. This Vehicle may not be used for any illegal purpose or to transport people or goods for hire. Except for occasional and incidental use (not to exceed a total of 8 days in any month) by other licensed, qualified, insured operator with your permission, you shall retain possession of this Vehicle. Except as allowed in this Section, you will not alter or install any equipment upon this Vehicle and will pay the actual cost to restore this Vehicle to its original condition. You may elect to have an after-market paint installed in the Vehicle, at your expense. If you have received prior written approval from the National Highway Traffic Safety Administration ("NHTSA") and you provide us written notice (including a copy of the NHTSA approval and the dealer's written confirmation of the

ADDITIONAL INFORMATION**Notices and Communications**

Unless you give prior notice of a change in an address, we may send any notices to one or more of the Lessee's addresses shown on this Lease. Any notice will be deemed sufficiently given to a Co-Lessee if sent to the Lessee's address, unless you give us written notice of a separate address. You will notify us within 30 days of any address change. To the extent permitted by law, you consent that we, our subsidiaries, and our agents, our contract us at any telephone number we have for you, including any cell phone numbers and any phone numbers listed on this document, by any means we select, including an automatic telephone dialing system, text messaging, and/or an artificial or pre-recorded voice.

Security Deposit (if collected)

We may use the security deposit to offset any amounts that you owe under this Lease. If you perform all of your obligations under this Lease, the security deposit will be returned to you after lease termination. No interest, increase or profits will accrue or be due to you. We have no duty to segregate the security deposit and do not have a fiduciary duty to you in regard to the security deposit.

Security Interest

Unless otherwise provided by applicable law, you give us a security interest in this Vehicle or in proceeds, cancellation refunds or other value under any contract issued with respect to this Vehicle, this Lease or any addendum to this Lease including, without limitation, insurance contracts, maintenance contracts, repair contracts and extended warranty or service contracts.

Assignment

We may assign our interest in this Lease without prior notice and without your consent. If this Lease is assigned to NHTSA, NHTSA Financial Services ("NHTSA") acts as assignee. YOU AGREE THAT YOU HAVE NO RIGHT TO ASSIGN, TRANSFER OR SUBLEASE ANY OF YOUR RIGHTS UNDER THIS LEASE.

Default and Payments

You will be in default if (a) you do not make a payment when due; (b) any information on your or a guarantor's credit application is false; (c) you do not maintain insurance coverage required by this Lease; (d) you do not timely or properly perform any promises under this Lease; (e) you or a guarantor become subject to bankruptcy or insolvency proceedings; (f) you die; (g) you commit any other act constituting default under applicable law, in the event of default and subject to your right to reinstate your Lease described in this section, we may terminate this Lease and, after giving any legally required notice, (i) charge you for early termination liability pursuant to Section 14; (ii) repossess this Vehicle as allowed by law; (iii) charge you for our costs of such repossession, storage, transportation and disposal of the Vehicle; (iv) charge you for our costs of collection, any court costs and attorneys' fees (not to exceed 15% of the amounts due and payable under this Lease); (v) in the event permitted by applicable law, (a) sue you for damages and to recover this Vehicle; (b) pursue any other legally permitted remedy; and/or (c) charge you interest at the rate of 9% per annum or such other rate as may be allowed by applicable law on any termination liability owed under Sections 13 and 14. If you are in default solely due to a failure to make a monthly payment when due and you have not previously been afforded the opportunity to reinstate this Lease, you may, without losing any rights or options previously available under this Lease, cure the default and reinstate this Lease. To cure the default you must, within 30 days after you and you a written notice of your reinstatement rights, pay all past due monthly payments, delinquency charges, a reinstatement fee of \$15.00 and the actual and reasonable costs of repossession, storage, pickup and delivery of the Vehicle. To the extent permitted by law, you agree that "we" accept monies in sums less than those due, accept payments which are received after their scheduled due dates, or make extensions of due dates of payments under this Lease, doing so will not be a waiver of our right to enforce the lease terms as written as to any amounts due thereafter. We may accept payments with "Payment in full" similar language or other similar statements without being bound by such language or waiving any of our rights.

Damage, Loss or Potential Loss of This Vehicle

You are responsible for the risk of loss, damage or destruction of this Vehicle during the lease term and until you return this Vehicle to us as required above. If this Vehicle is damaged or destroyed in an accident or other occurrence or confirmed by any governmental authority or is stolen or abandoned or subjected to potential loss, you will immediately notify us and we may terminate this Lease pursuant to the terms of this Lease. If this Vehicle is stolen (and not recovered) or destroyed, we will accept/repurchase this Vehicle in full satisfaction of your early termination liability under Section 14. If the insurance loss proceeds exceed your early termination liability, then the excess will not be refunded to you. Any collateral cost reduction made by you will not be reimbursed in the event of a total loss. If the Vehicle is a total loss, there is no Purchase Option, and you have no right to claim the Vehicle for salvage. If you owe any past due payments or other amounts under this Lease, we may use your security deposit to offset such amounts. All damages which do not result in a total loss of the Vehicle must be repaired. We may require proof of satisfactory repairs before agreeing to or waiving the payment of insurance proceeds to you. This may include requiring an inspection of the vehicle. Repairs which involve severing the Vehicle into two or more parts are not permitted. Only Genuine Infiniti parts may be used to repair the Vehicle. Repairing the Vehicle with used parts may void the manufacturer's warranty or any additional warranties, service contracts or maintenance contracts covering the Vehicle. If used parts are installed to repair the Vehicle, the used parts must be Genuine Infiniti Remanufactured parts, but of the same model year or newer than the parts being replaced and, if applicable, the mileage of the used parts must not be the same or less than the mileage of the Vehicle prior to the damage. Used parts must not have

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end of the lease term, under Section 14(a) or Section 14(b), then you will pay us:

- i) the amount disclosed in Section 13; plus
- ii) an Early Termination Charge equal to the difference, if any, between the Adjusted Lease Balance and this Vehicle's Fair Market Wholesale Value or, if we do not terminate this Lease under Section 14(b), an Early Termination Charge equal to the sum of the Early Termination Payments not yet due and, if less, plus
- iii) if you are in default, the amounts disclosed in Section 25.

d) For an electric vehicle, we will add our interest in the charging accessories, we may include the vehicle's plug charging accessories from the determination of Fair Market Wholesale Value.

"Adjusted Lease Balance" is a charge in today's dollars ("today" being the date the Lease is terminated) for lease Monthly Payments not yet due and the Residual Value of the Vehicle. Our method of calculating "today's dollar" is the Constant Yield Method, a generally accepted accounting formula.

"Fair Market Wholesale Value" is the wholesale value assigned by us in a commercially reasonable manner in accordance with accepted practice in the automotive industry for valuation of used vehicles, or by a written agreement as to the Vehicle's value signed by you and us. If you disagree with the value we assign to the Vehicle, you may obtain, at your own expense, within 10 days after you return the Vehicle, a professional appraisal of the Vehicle's wholesale value or comparable value made by an Independent Third Party Appraiser in both you and us ("Professional Appraiser"). If a Professional Appraiser is used to value the Vehicle, the amount disclosed in Section 20 will be due from you. In the event of early termination of this Lease occurs at your election pursuant to Section 14(a), you hereby agree that the Fair Market Wholesale Value is the wholesale value, less value or comparable value listed in the Vehicle, at the time of the early termination, in use of the following used vehicle valuation guides, at our election: National Automobile Dealers Association (NADA), Kelley or Black Book.

Purchase Option

You have the option to purchase this Vehicle "AS IS" from the originating dealer, or other location we specify, at the end of the Purchase Option Period, plus any official fees and taxes. Inspection costs required in connection with the purchase, and a Purchase Option Fee of \$300, which taxes and costs are not included in the Purchase Option Fee, are applied to Section 14. If you purchase the Vehicle at the end of the lease term, the Purchase Option Price will be the Residual Value shown in Section 5.0. If you purchase the Vehicle before the end of the lease term, the Purchase Option Price will be the Adjusted Lease Balance disclosed in Section 14. In either case, you must also pay other amounts due under this Lease at the time of purchase.

Installation) within 30 days after installation. The switch must be installed by an authorized infotainment dealer within 30 days. If an infotainment switch is installed, you release us from any claims, losses or damages resulting from such installation. Improper installation of your use or improper use of the switch or your infotainment system, you agree that we own the battery and that you may replace it only with our permission and only with a genuine Infiniti battery specified for use with the vehicle. Any such replacement battery will be deemed as accessory to the vehicle and our property. We may elect to abandon any interest we have in charging accessories. You agree to indemnify us for any loss, liability or expense arising from the use or condition of this Vehicle. You agree to keep the Vehicle free from liens and encumbrances. If you leased this Vehicle in the 48 contiguous United States, you will not remove this Vehicle from these 48 states without our prior consent. If you leased this Vehicle in Alaska, Hawaii, or Guam, you will not remove this Vehicle from that state or territory without our prior consent. If you remove this Vehicle from your state of residence or the geographic area identified in this Lease such that new registration or licensing will be required, you will notify us immediately in writing and bear all related expenses. You will provide and complete any document necessary to comply with any applicable federal, state or local law regarding this Vehicle or this Lease.

Excessive Wear and Use

You are responsible for all repairs to this Vehicle that are not the result of normal wear and use. At the end of the lease term or at early termination, you will pay us either the actual cost of repairs paid by us that are not the result of normal wear and use or the amount of a true fair market estimate of the cost of such repairs. If repaired by law, any such fair market estimate will be determined by an appraiser licensed pursuant to the ALV Vehicle and Traffic Law § 380(d) as selected by us. At early termination, you will pay for all repairs to the Vehicle that are not the result of normal wear and use which we actually pay for. These repairs include, but are not limited to, the costs necessary for:

- a) REPAIR: Inoperative mechanical parts including power accessories; dents, scratches, chips or rusted areas on the body; mismatched paint; broken windows or inoperative window mechanisms; broken headlight lenses or sealed beams; dents, cuts, scratches or gouges in the bumper; broken grilles or dents in the grille; single dents or a series of small dents on other trim parts, including headlight and taillight bezels; dents, cuts, scratches, head fender, door panels or cupping that are torn or are damaged beyond ordinary wear and use or are burned.
- b) REPLACE: any windshield damaged with chips, cracks or bulb-eyes; any tire not part of a matching set of three (or four with an emergency spare), or tread remaining less than 1/16" of tread remaining at the shallowest point, or tires which are not a matching set of tires of comparable type and quality to the tires furnished with this Vehicle upon commencement of this Lease; missing parts, accessories and components, including bumpers, perforation, airbags, hubcaps, chrome accessories, interior mirrors, radio and stereo components, or emergency spare.

You agree that repairs made by us at the scheduled termination of this Lease, at a reasonable time and place to be designated by us, so that we may inspect the Vehicle for purposes of determining excessive wear and use. You agree that any inspection of this Lease is not bound by any estimates or representations made by any dealer regarding excess wear and use or the vehicle condition upon return. You agree that for the purposes of determining excess wear and use the only inspection(s) that will be used is/are the inspection(s) made by the dealer or its designated inspection contractors. It may be a failure to maintain the vehicle and inspection requirements, we may charge you for any resulting excessive wear and use or damages to the vehicle, including, but not limited to, any loss in value attributable to any manufacturer's cancellation or reduction of warranty.

be irreparably damaged or defective. Used body panels cannot replace damaged body panels.

Indemnity

You agree to indemnify us from, and to pay on our behalf, any claim, loss or liability (including damages, costs, expenses and legal fees) which arises from or is related to the use, maintenance or operation of this Vehicle. This Section will survive termination of this Lease and/or representation of the Vehicle. Any insurance we provide is secondary to the Required Insurance.

Notices Regarding Assignments

If this Lease and the Vehicle are assigned by the Dealer to NHTSA, then: (1) The Dealer is hereby notified that NHTSA has assigned to Nissan Infiniti Services Co. (NISC) NHTSA's rights (but not its obligations) to acquire the Vehicle upon Lease termination; and (2) The Dealer and Lessee are hereby notified that NHTSA's rights (but not its obligations) in the sale of the Vehicle, if the Vehicle is subsequently purchased from NISC, will be assigned to NISC immediately prior to the purchase of the Vehicle. If the Lessee is purchasing the Vehicle, the Dealer and the Vehicle are sold to a dealer, who will then sell the Vehicle to the Lessee.

ARBITRATION CLAUSE - IMPORTANT - PLEASE REVIEW - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE, EXCEPT AS STATED BELOW, BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.

2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM) YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATION.

3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. Except as otherwise stated below, any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of the clause and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, or the condition of the vehicle, this Lease agreement or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Lease) shall, at our or our election, be resolved by binding arbitration and not by a court action. If the clause provides that a claim or dispute is not subject to binding arbitration, this Arbitration Clause shall not apply to such claim or dispute. The claim or dispute to be arbitrated by a single arbitrator on an individual basis and not as a class action. You agree to waive the right to have any claim or dispute resolved by a jury or by a court of law. You may choose one of the following arbitration organizations, and its applicable rules, to conduct the arbitration: AAMS (800-321-5057, www.aams.com), the American Arbitration Association (800-778-7878, www.adr.org), or any other organization subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statutes of limitation. Unless otherwise provided, the arbitration hearing shall be conducted in the federal district in which you reside unless the dealer originating this Lease is a party to the claim or dispute, in which case the hearing will be held in the federal district in which this contract was executed. We will pay your filing, administration, service and costs management fee, your arbitrator and hearing fee and any arbitration legal fees you incur up to a maximum of \$5,000, unless the law requires us to pay more. The amount we pay may be rebated in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims are frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization rules in your favor, then the provisions of this clause shall control. The arbitrator's award shall be final and binding on all parties, except that you may appeal any arbitrator's award pursuant to the rules of the arbitration organization, and we may only appeal an award against us exceeding \$100,000. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and by any state law concerning arbitration.

You retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, and we agree to reimburse your filing fees for such proceedings. You and we retain any rights to self-help remedies, such as repossession, after the return of the right to seek judicial remedies relief is court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Clause does not apply to any claim or dispute that is not subject to arbitration, including but not limited to, any claim or dispute relating to excessive wear and use, including collection or payment disputes. This Arbitration Clause shall survive any termination, payoff or transfer of this Lease. If any part of this Arbitration Clause, other than the arbitration clause, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a whole class action claim is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Clause shall be enforceable.